

Lease Addendum: Tenant Rules and Regulations

Addendum to the Residential Lease between

TENANT(s) _____
and _____

LANDLORD(s) _____

For the property located at

ADDRESS _____

1. Acknowledgement

- a. Tenant understands and acknowledges that Landlord has hired Homestead Property Management Services Inc (hereafter referred to as "HPM") to serve as property manager, and to act on Landlord's behalf in enforcement of the Lease Agreement, including rent collection.
- b. Tenant will contact HPM for all lease related matters during the term of the Lease.
- c. Tenant will make all rent payments to HPM, as described in Section 2 of this Lease Addendum.
- d. This Lease Addendum will not survive termination of the Property Management Agreement between Landlord and HPM.

2. Rent Payments

- a. Rent is due on the first (1st) day of the month. A late fee equal to 10% of your monthly rent amount will be assessed if our office does not receive full payment by 5:00pm on the fifth (5th) day of the month, regardless of post-mark date. Partial payments will be assessed a full late fee. After the sixth (6th) day of the month, Tenant will be subject to eviction.
- b. HPM will accept the following methods of payment only: Money Order, Personal Check, E-Check, Cashier's Check, and Visa/MasterCard Credit and Debit. Credit/Debit card payments are subject to a convenience fee.
- c. Online payments by e-Check and credit/debit card can be made at **www.homesteadrents.com**
- d. If a personal check, or e-check payment, is returned for non-sufficient funds or any other reason, HPM reserves the right to no longer accept such payments, and Tenant agrees to make all future payments by certified check or money order.
- e. All checks and money orders must be made payable to "**Homestead Property Management**"

If paying by mail, send to:
Homestead Property Management
P.O. Box 398
Media, PA 19063

or

If paying in person, drop off at:
Homestead Property Management
1020 E. Baltimore Pike
Media, PA 19063

3. Maintenance & Repairs

- a. Maintenance requests shall be submitted in writing and delivered to the HPM office or submitted online through the HPM website **www.homesteadrents.com**.
- b. Normal maintenance and repairs are completed weekdays between the hours of 8:00 am and 4:00 pm.
- c. If there is an after-hours maintenance emergency, please call 610-565-0550. If there is a life-threatening emergency please call 9-1-1 immediately, prior to contacting HPM. If there is a electric, gas, or water emergency or outage, please contact your utility provider's emergency line first, prior to contacting HPM.
 - i. If a Technician is dispatched after-hours in response to Tenant emergency call, and deems the request to not have been an emergency, or to have been caused by Tenant or Tenant's guest, Tenant will be subject to a minimum service call fee of \$125.00.

Tenant: _____ / _____

HPM: _____

- d. Tenant shall take good care of the premises and its fixtures by adhering to standard housekeeping practices including vacuuming, mopping, dusting, dishwashing, cleaning of cooking areas, bathrooms, and regular cleaning of appliances including stove and refrigerator to maintain them clean of grease and food waste. Tenant shall promptly report to HPM when any equipment, appliance, fixture or portion of the premises is out of order.
- e. Tenant is responsible for certain individual repairs and maintenance items such as: replacing burned out light bulbs; changing batteries in smoke detectors, carbon monoxide detectors, and thermostat; changing HVAC filters, etc. and will be responsible for any damage or code compliance issues caused by failure to maintain these items.
- f. Tenant is responsible for any and all damages done to Tenant's leased property, apartment, and/or complex grounds as a result of the carelessness or negligence of the Tenant, Tenant's family or Tenant's guest(s). Technician chosen by HPM will perform maintenance, and all costs and expenses shall be due and payable by Tenant.
- g. If Tenant is not present for a scheduled maintenance appointment and fails to provide proper access to HPM's representatives or Technicians, Tenant will be charged a missed service appointment fee of \$75.00, plus any additional service call fees charged by Technician.
- h. Tenant will be charged for all material and labor for the repair of any equipment (including burst pipes) which results from failure to pay any utility bill or if the Tenant turns off the heat.

4. Pet Policy

- a. No pets of any kind are allowed without the express written consent from HPM or Landlord and an executed Pet Addendum. Additional monthly fees may apply. HPM has sole discretion in the approval of pets.
- b. All pets and service animals must be screened via third-party screening service, such as petscreening.com
- c. Any breed considered "dangerous" per Landlord or HPM's insurance policy are prohibited. This will be strictly enforced, and any such dog found on property will result in immediate lease termination and eviction being filed.
- d. Visitors may not bring any animals onto the premises, nor is Tenant permitted to "sit" or temporarily care for another person's pet at any time.

5. Pest Control & Bedbugs

- a. Landlord will be responsible for the treatment of any and all pest control problems reported by Tenant during the first 30 days of the Lease, and will continue to be responsible so long as the reported problem persists, even if past 30 days. Any pest issues not reported during the first 30 days will be responsibility of Tenant, unless otherwise stipulated in the Lease Agreement. Tenant must comply with HPM's instruction for prevention and/or treatment for any current or future exterminating issues.
- b. In the case of suspected or confirmed bed bug infestation, Tenant must contact HPM immediately. HPM will hire a licensed pest control company to complete a full bedbug treatment, and the expense of any such treatment will be paid by Tenant.
 - i. In treating bed bugs, Tenant must comply with all instructions provided by pest control specialist, including but not limited to: Tenant will wash all clothing, bed sheets, draperies, towels, etc. in hot water, and dry on the hottest possible setting. Tenant will thoroughly clean premises, including couches, luggage, handbags, shoes and garment bags. Tenant will cooperate with HPM's / exterminator's cleaning efforts for all mattresses and couches or other upholstered furniture and will dispose of same if requested.
 - ii. HPM/Landlord is not responsible or liable for any loss or damage to Tenant personal property due to infestation or treatment. Tenant agrees to indemnify and hold harmless the Landlord/HPM from any actions, claims, losses, damages and expenses including, but not limited to, extermination fees, attorney's fees that Landlord/HPM may incur as a result of negligence of Tenant or any guests occupying or using the premises.

6. Keys & Lockout Policy

- a. Each Tenant will be provided one set of keys for the unit. Locksets may not be changed or added by Tenants. Tenants who wish a lockset to be changed must pay \$75.00 to HPM for each lockset changed.
- b. If Tenant fails to return all keys at end of Lease, tenant will be charged \$75 for each lockset that must be changed. Lock installation to be completed by HPM.
- c. If Tenant loses keys, or is otherwise locked out of the leased property, Tenant must call a locksmith to gain access to the property. HPM will not provide lockout services to Tenant.

Tenant: _____ / _____

HPM: _____

7. Personal Conduct

- a. **NO SMOKING.** Smoking is prohibited inside of the property, or outside within 25 feet of the building, at all times. This includes any and all types of smoking (tobacco, hookah, etc).
- b. **DRUG FREE HOUSING:** Tenant shall not use, possess, manufacture, store or distribute any illegal drugs, or allow any member of Tenant's household, guest, or other person to use, possess, manufacture, distribute or store any illegal drugs on the Leased Property.
- c. Every tenant is entitled to a quiet place to live. Tenant will ensure that there will be no disruptive or disturbing noises by Tenant, Tenant's family, agents, visitors, etc. Landlord prohibits anything by such persons that will interfere with the rights, comforts or conveniences of other residents. Please check with municipality for local noise ordinances.
- d. The possession, storage or use of any type of explosive, firearm, or other dangerous or flammable material or weapon, in or about the leased property or apartment complex is strictly prohibited. This includes fireworks and firecrackers.
- e. If Tenant believes a neighboring resident or guest is being too loud or disruptive, and the issue cannot be resolved amicably, then Tenant must contact the local police authorities for resolution. Only the local authorities can determine if someone is being too loud or disruptive. HPM cannot make such determination. If a citation is issued, please inform HPM immediately, so that proper action may be taken.
- f. There will be no soliciting or peddling any persons or tenants residing in or visiting the premises.
- g. Any belligerence, lewdness, foul language, cursing or hostile behavior by Tenant, Tenant's family or guests, towards Landlord, HPM staff, or maintenance contractors will be grounds for immediate termination of Lease and the filing of eviction.

8. Trash & Rubbish Disposal

- a. All trash must be properly bagged and placed in the proper trash or recycling receptacles.
- b. Tenant will be responsible to pay any fine or excess charges levied for improper disposal of trash or recycling.
- c. Tenant will place trash cans to the curb no earlier than sundown on the night before scheduled pick-up and retrieve cans from curb no later than sundown on day of pickup.
- d. Tenant will not clutter or leave trash in the hallways, stairways, porches or walkways.
- e. Do not place bulk items in trash area, or on the curb, without first contacting the municipality or service provider for bulk trash pickup instructions, and properly notifying HPM in writing. Tenant will be charged for all expenses incurred if Landlord / HPM is required to remove improperly discarded items.

9. Lease Termination & Return of Security Deposits

- a. Proper notice requires Tenant or Landlord to give at least sixty (60) days written notice (unless otherwise specified on the Lease) before the Ending Date or before the end of any renewal period or renewal term, even if the lease is Month-to-Month. Failure to provide proper notice is a breach of the Lease and may result in forfeiture of security deposit.
- b. Tenant must deliver all keys to the HPM office upon termination of lease. Tenant assumes responsible for rent due after lease termination date until keys are returned and possession delivered to HPM.
- c. Tenant must provide HPM with forwarding address, in writing, at time of move out. Security Deposit will not be returned until a forwarding address is provided.
- d. Property must be returned in clean condition. Tenant agrees to thoroughly clean all appliances including range, refrigerator, exhaust hood, etc. in the Kitchen, and the toilet, tub, shower, sink, etc. in Bathroom. Tenant will remove all furniture, personal items, and trash from the leased property prior to vacating.

10. Landscaping & Snow Removal

- a. **SNOW REMOVAL:**
 - i. If Tenant is renting a single-family residence, Tenant must shovel and treat all sidewalks and walkways to be clear of snow and ice, and provide a safe pathway to travel, within 24 hours of snow fall ending. Tenant will be responsible for all municipal fines levied for failure to comply.
 - ii. If Tenant is renting part of a multi-family residence, HPM or Landlord will contract for public sidewalks and shared walkways to be shoveled and treated. Tenant must shovel and treat any walkways, patios, decks that tenant has sole/private access to, or otherwise not easily accessed from public spaces to be clear of snow and ice, and provide a safe pathway to travel, within 24 hours of snow fall ending.
 - iii. HPM/Landlord is not responsible for shoveling out cars parked in driveways or parking lots.

Tenant: _____ / _____

HPM: _____

b. **LANDSCAPING & GRASS CUTTING**

- i. If Tenant is renting a single-family residence, Tenant must maintain lawn, weeds, and grassy areas to be no more than 6" high and ensure that no weeds or shrubs encroach upon any walkways or sidewalks. Tenant will be responsible for all municipal fines levied for failure to comply with local ordinances.

11. Occupancy Regulations

- a. Only persons listed on Lease may reside in the unit. Any request for additional occupant(s) must be submitted to HPM in writing, and prospective occupant(s) must meet all entrance requirements. Landlord has sole discretion to approve or deny request for additional occupants. Illegal occupancy is a breach of Lease.
- b. There is a maximum occupancy of two (2) persons per bedroom. Households exceeding the occupancy standard may have their lease terminated or be transferred to a larger property/unit at HPM's discretion.
- c. There is a ten (10) day limit per month for visitors staying in Tenant's leased property. Tenant should notify HPM when guests will be staying for this length of time so there will be no confusion on this matter.
- d. Tenant shall not operate any business out of or from the leased property at any time. This includes using any portion of the property as a periodic rental through Airbnb, VRBO or other rental or vacation rental websites.
- e. There can be no babysitting other than for Tenant's immediate family. No commercial sitting or daycare is allowed to be operated out of the property.
- f. The Basement or any below ground space, cannot be used as a living or sleeping space, unless notified in writing by HPM or Landlord that the leased property has a properly finished and legally approved Bedroom or Living Room in the Basement or below ground space. The use or storage of mattresses, futons, and beds is prohibited at all times.

12. Additional Rules & Regulations

- a. Tenant must supply HPM with a true and working phone number and email address. Tenant agrees that if phone number or email changes, Tenant will immediately provide HPM with the new information. Failure to do so will constitute a breach of the Lease, and Tenant may be subject to eviction.
- b. HPM may terminate the Lease if any of the information provided by Tenant in Tenant's Rental Application was in any way false, inaccurate, or misleading.
- c. Tenant has two (2) business days, from the date of move-in, to have switched all individually metered utilities and services for which Tenant is responsible, per the Lease Agreement, into the Tenant's name. Failure to do so may result in termination of utility services, and eviction filing due to a breach of the Lease. The list of utilities and services Tenant is responsible for can be found in the Lease Agreement. Tenant should contact the utility companies one (1) week prior to move-in to ensure uninterrupted service.
- d. No baseball or softball is allowed on the grounds of the property. If the property has a designated play area, children must be supervised by an adult at all times, and adhere to the posted rules.
- e. No water beds, aquariums, pianos, or music organs are permitted in or on the leased property.
- f. Clothing items, sheets, blankets, linens etc. shall not be hung to dry: in any shared outdoor space, on property fences, on stair rails, on pipes or wires in or around the homes. Tenant will be charged for any damage caused by doing so.
- g. All vehicles parked on the property must be currently registered and insured in the state of Pennsylvania, and fully operable. Any inoperable automobiles will be towed away at the vehicle owner's expense.
- h. No vehicles are to be driven or parked in the yard, on the sidewalks, or anywhere that may interfere with the use of walkways. No commercial washing of cars, car repairs or oil changes is allowed on the property.
- i. No recreational vehicles, including, but not limited to, boats, trailers, mobile homes, ATVs, and snowmobiles are permitted on the Property
- j. No type of barbecue, grill, or outdoor cooking appliance is allowed to be used or stored on the property, at any time. Any such item found on the property will be removed of and disposed by HPM or Landlord, at Tenant's expense. Tenant will not be reimbursed for disposed items.
- k. No changes to the property for flowerbeds or gardens are allowed without written permission from HPM.

Tenant: _____ / _____

HPM: _____

- l. Any act, omission to act, or negligence of Tenant, a member of the household, or guest(s) which results in the disconnection of any utility service will result in the Tenant receiving a notice in writing, from HPM, to restore the service. If the service is not restored within 24 hours from the date the notice is issued, the Lease may be terminated and eviction filed.
- m. Tenant will not add any type of wallpaper, contact paper, decals or paint to the walls of the leased property without written permission from HPM. If approval is granted, Tenant shall be responsible for returning walls to their original color and condition at end of Lease, or cost to do so will be deducted from security deposit.
- n. No items are to be placed within 5 feet of the water heater, boiler, furnace, or inside furnace closet due to risk of fires.
- o. Tenant shall not remove anything from the leased property that is there upon rental, and shall not work on or make repairs to any appliances, equipment, or fixtures without permission from HPM.
- p. Any laundry facilities are for the use of residents only. Use by any non-resident is strictly prohibited.
- q. Tenant agrees to receive text messages from HPM or HPM's representatives in regards to any lease and/or maintenance matters, at the cell phone number listed below.
- r. HPM reserves right to report payment history and delinquent balances to consumer reporting agencies, including, but not limited to: TransUnion, Equifax, Experian, and Innovis.
- s. **MISSED INSPECTIONS:** If a Tenant fails to provide full access to the property for an inspection appointment conducted by Landlord, HPM, a municipal authority, a Housing Authority, licensed inspection agency, bank inspector, and/or an appraiser, after having been provided 24-hour written notice, the penalty for doing so will be One Thousand Dollars (\$1,000) per occurrence. Tenant further agrees to reimburse HPM / Landlord for all financial damages incurred because of the missed inspection appointment, including but not limited to, lost rent, housing authority abatements, condemnation fees, reinspection fees, etc. The penalty amount and any applicable damages must be paid by Tenant to HPM in full within 30 days of the missed appointment using certified funds. Failure to pay the penalty will be a breach of the lease, and grounds for eviction.

Tenant: _____ / _____

HPM: _____

13. Mold Hazard Disclosure

Tenant hereby acknowledges and has been advised by the Landlord/HPM that the Leased Property may have mold or other bio-aerosol or airborne contaminants somewhere within the premises. Tenant understands that the Leased Property may present exposure to mold or such other contaminants, and that the persons who are at greatest risk to exposure and related health hazards include, but are not limited to: infants, young children and the elderly. Persons with asthma, allergies, respiratory or chemical sensitivity, or weakened immune systems are also at a special risk when they are exposed to mold or airborne contaminants. Mold and other airborne contaminants may result in physical injuries including, but not limited to: allergic reactions, respiratory reactions and other serious health problems.

The Landlord gives Tenant ten (10) days from the signing of Lease to have a mold or other inspection completed at Tenant's expense to determine the extent of any risks referenced above.

- a. If Tenant elects to have such an inspection performed and the inspection discloses the presence of mold in the Leased Property, Tenant shall notify HPM within said ten (10) days of the presence of mold, and Landlord/HPM shall have the right to pay for the cost of remediation up to a maximum of \$500 or void the Lease and refund to Tenant the cost of its inspection up to a maximum of \$100. Tenant may also void this lease. If Landlord elects to pay for the cost of remediation up to \$500, Landlord shall remediate if Tenant continues with this Lease. Tenant assumes sole responsibility for any future remediation, in which case Tenant hereby agrees to release and indemnify Landlord/HPM, its officers, employees, contractors, assigns and affiliates, from any and all liabilities, lawsuits or future claims arising from this issue.
- b. If Tenant elects not to have such an inspection performed, Tenant hereby agrees to release and indemnify Landlord/HPM, its officers, employees, contractors, assigns and affiliates, from any and all liabilities, lawsuits or future claims arising from this issue.
- c. Tenant agrees to exercise care to prevent any conditions that could result in the growth of mold, including excessive moisture and humidity. Landlord/HPM will not be responsible for any conditions allowed by or caused by Tenant's actions or behavior that results in the growth of mold. Tenant will indemnify and hold harmless HPM from any injury resulting from such conditions.
- d. Tenant shall notify Landlord/HPM in writing immediately of any hazardous conditions, which may arise during Tenant occupancy.
- e. Tenant agrees to give Landlord/HPM immediate access to the leased property in the event that HPM notifies Tenant of Landlord's intention to remediate mold in the leased property.

14. No Jury Trial

- a. The parties to the Lease, and Lease Addendum, (Tenant, Landlord, HPM) agree to waive and give up their right to a trial by jury for any claim or action concerning the Lease Agreement or the Leased Property.

15. No Waiver / Severability By Landlord / HPM:

- a. If at any time the Landlord/HPM does not exercise any of its rights under the Lease or Lease Addendum, Landlord/HPM does not forfeit its right to exercise them at a later date.
- b. Should any portion of the Lease or Lease Addendum be found invalid, the remainder of the Lease or Lease Addendum shall remain in full force and effect.

Tenant: _____ / _____

HPM: _____

TENANT UNDERSTANDS AND AGREES THAT ANY VIOLATION OF THESE RULES AND REGULATIONS IS A BREACH OF THE LEASE. TENANT HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO NOTICE TO MOVE OUT. THIS MEANS THAT ANY BREACH OF THE LEASE, OR RULES AND REGULATIONS, INCLUDING NOT PAYING RENT ON TIME, CAN RESULT IN EVICTION BEING FILED WITHOUT A WRITTEN NOTICE TO QUIT.

Tenant acknowledges that throughout this document, the term "Landlord" may refer to any of the following: property Owner, Owner's legal representatives, agents, and management company, including, but not limited to, Homestead Property Management Services, Inc.

By signing below, Tenant acknowledges that Tenant has received, read, and understands this addendum and all rules and regulations set forth above.

TENANT 1 _____
(Print Name)

(Email)

(Cell) (Home)

(Sign) (Date)

TENANT 2 _____
(Print Name)

(Email)

(Cell) (Home)

(Sign) (Date)

BROKER _____
(Sign) (Date)

(Print) agent for (Landlord)

REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Tenant is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Tenant's legal liability for damage to Landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Tenant is required to furnish Landlord with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Tenant does not have Required Insurance, Tenant is in breach of the Lease and Landlord shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Landlord and seek contractual reimbursement from the Tenant for all costs and expenses associated with such purchase.

Tenant may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Tenant's choice. If Tenant furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Tenant does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Landlord, who may purchase such coverage through the Landlord's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Landlord for the LLIP coverage shall be charged to Tenant by the Landlord as a recoverable expense under the Lease. Some important points of this coverage, which Tenant should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Landlord is the Insured under the LLIP. This is single interest master insurance policy. Tenant is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Landlord.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Tenant's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Tenant requires any of these coverages, then Tenant should contact an insurance agent or insurance company of Tenant's choice to obtain personal liability insurance or renters insurance to protect Tenant's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Tenant elsewhere. At any time, Tenant may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Tenant has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Landlord may purchase Landlord Insurance without notice and add the total cost associated therewith to Tenant's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. **The total cost to the Tenant for the Landlord obtaining LLIP shall be \$10.50 per month**, subject to no proration. This is an amount equal to the actual premium charge to the Landlord including any premium taxes and fees due to state governing bodies.
7. In the event that loss or damage to Landlord's property exceeds the amount of Required Insurance, Tenant shall remain contractually liable to Landlord for such amount. In the event of liability to any other party for bodily injury or property damage, Tenant shall remain liable to such other party.
8. It shall be the Tenant's duty to notify Landlord of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Tenant" may be interchangeable with "Resident" or "Lessee", and "Landlord" may be interchangeable with "Lessor" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Tenant may purchase Required Insurance from an insurance agent or insurance company of Tenant's choice at any time and coverage under the LLIP will be terminated by the Landlord.

Tenant _____
(Sign) (Date)

Tenant _____
(Sign) (Date)

Landlord _____